

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In re:

CAREISMATIC BRANDS, LLC, *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

Case No.: 24-10561 (VFP)

(Jointly Administered)

**Re: Dkt. Nos. 697, 730**

**ROBERT PIERPOINT’S LIMITED OBJECTION AND JOINDER TO THE  
LIMITED OBJECTION OF MICHAEL SINGER TO THE  
SECOND AMENDED JOINT PLAN OF REORGANIZATION OF  
CAREISMATIC BRANDS, LLC AND ITS DEBTOR AFFILIATES  
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

Robert Pierpoint, by and through his undersigned counsel, hereby submits this limited objection and joinder (“Joinder”) to the *Limited Objection to the Second Amended Joint Plan of Reorganization of Careismatic Brands, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (“Objection”) [Dkt. No. 730] (as may be modified, amended, or supplemented from time to time and including all exhibits, schedules, and other supplements thereto, collectively the “Plan”) filed on May 16, 2024 by the above-captioned debtors

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.donlinrecano.com/careismatic>. The location of Debtor Careismatic Brands, LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is: 1119 Colorado Avenue, Santa Monica, California 90401.

(collectively, the “Debtors”). In support of this Joinder, Mr. Pierpoint respectfully states as follows:

1. Mr. Pierpoint joined Careismatic<sup>2</sup> nearly thirty years ago. He held various roles, including Chief Financial Officer, Chief Operating Officer, and Management Director of Careismatic’s Board, until April 2022.

2. Mr. Pierpoint ended these roles and effective May 2022, he became a non-management director until November 2023.

3. Like Mr. Singer, Mr. Pierpoint is one of the three parties defined as a “Non-Released Party.” Plan, Art. I.A., at §§ 135–136. The Disclosure Statement does not detail any allegations of wrongdoing concerning Mr. Pierpoint.

4. Mr. Pierpoint joins Mr. Singer’s Objection to the Plan, to the extent that it alters Mr. Pierpoint’s rights and benefits under the D&O Insurance Liability Policies, and to the extent that it terminates the Indemnification Obligations that Mr. Pierpoint is afforded under California law.

5. For the reasons set forth in the Objection, the Debtors have a statutory obligation to indemnify Mr. Pierpoint for expenses incurred in an action or settlement in which he is successful on the merits in defense or settlement. Mr. Pierpoint joins the Objection and requests that this Court condition approval of the Plan on preservation of the Indemnification Obligations.

6. Mr. Pierpoint requests that any order approving the Plan does not and will not impact rights that Mr. Pierpoint has under those certain D&O Liability Insurance Policies.

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<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan and the Objection.

### **RESERVATION OF RIGHTS**

7. Mr. Pierpoint continues to analyze and review the Plan and the documentation in support thereof, and submits this Objection without prejudice to, and with a full reservation of all rights to, supplement, modify, or amend this Objection in advance of, or in connection with, any hearing to confirm the Plan. Nothing herein is intended to be a waiver by Mr. Pierpoint of any right, objection, argument, claim, or defense with respect to any matter, including matters involving the Plan, all of which are hereby expressly reserved. For the avoidance of doubt, Mr. Pierpoint does not consent to provide any releases to any party under the Plan.

### **CONCLUSION**

8. For these reasons and the reasons stated in the Objection, Mr. Pierpoint respectfully requests this Court deny confirmation of the Plan absent the modifications specified in the Objection.

Dated: May 23, 2024

**Baker & Hostetler LLP**

By: /s/ Michael A. Sabella

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